

EXHIBIT D



GUARANTY

Qatar Islamic Bank, a banking corporation organized under the laws of Qatar ("Guarantor"), Grand Hamad Avenue, P.O. Box 559, Doha, State of Qatar, in consideration of the subleasing of the premises described in the attached Sublease to the Sublessee mentioned in it, absolutely, unconditionally and irrevocably guarantees to Sublessor full payment by Sublessee of rent required to be paid under it in the amount of \$80,000.00 due May 1, 2005 in the event Sublessee has not paid said amount by said date and the full performance by Sublessee of all of its other obligations under the Sublease.

Guarantor waives all requirements of notice of the acceptance of this guarantee and all requirements of notice of breach or nonperformance by Sublessee. Guarantor further waives any demand by Sublessor and/or prior action by Sublessor of any nature whatsoever against Sublessor, except that nothing herein shall be construed as a waiver by Guarantor of any and all defenses which Sublessee is entitled to assert under the Sublease or which Sublessee is entitled to assert based upon the acts or omissions of Sublessor, its members, agents or employees.

Guarantor's obligations under this guarantee will remain fully binding although Sublessor may have waived one or more defaults by Sublessee, extended the time of performance by Sublessee modified or amended the Sublease, released, returned or misapplied other collateral given later as additional security (including other guarantees) and released Sublessee from the performance of its obligations under the lease.

To induce Sublessor to enter into the Sublease, Guarantor agrees as follows (such agreement to be irrevocable so long as the Sublease is in effect or there are any obligations or indebtedness due Sublessor from Sublessee with respect to the Sublease or due Sublessor by Guarantor under this guarantee):

a. Any or all actions or proceedings in any way, manner or respect, arising out of or from or related to the Sublease and/or this guarantee may and shall be litigated in courts having a situs within Cook County, Illinois, in the United States of America, and the Guarantor hereby consents and submits to the jurisdiction of any local, state or federal courts located within, or with jurisdiction extending to actions filed in, or residents of, said Cook County.

b. Guarantor hereby appoints and designates Bryan Cave LLP, having an address of 161 North Clark Street, Suite 4800, Chicago, IL 60601-3206, Attn: Gene E. Murphy, Monica A. Carroll and Victoria I. Goldson, as the true and lawful attorney and duly authorized agent for acceptance of service of legal process on the Guarantor in connection with any action or proceeding in any way, manner or respect, arising out of or from or related to the Sublease and/or this guarantee. Guarantor agrees

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Qatar Islamic Bank



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that service of process upon such persons shall constitute personal service of such process upon Guarantor.

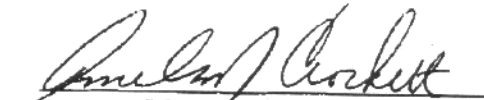
c. Guarantor hereby waives any right it may have to transfer or change the venue of any litigation in any manner related to the Sublease and/or this guarantee and further agrees that Sublessor, in any such litigation brought other than by Sublessor, and having venue outside of Cook County, State of Illinois, shall have the right to change of venue to any local, state or federal courts located within, or with jurisdiction extending to actions filed in, or residents of, said County.


This guarantee is binding on Guarantor and its respective successors, successors in interest, representatives and assigns and will continue in effect subsequent to any assignment of the Sublease by Sublessee or by operation of law.

IN WITNESS to the above, Guarantor has signed this guaranty on September 29, 2004.

Attest:

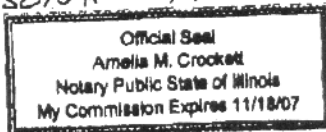
Qatar Islamic Bank


Name and Title
Personal Banker

By: 
Name and Title

Print AMELIA M. CROCKETT
Name and Title
PERSONAL BANKER

CHODHRY M. KASI
Print ASSISTANT GENERAL MANAGER
Name and Title



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EXHIBIT E

Minutes of the Meeting

A meeting was held in the City of London to discuss the formation of U.S. Finance House in Chicago, between October 3rd to October 4th 2004.


The Meeting was presided by Mr. Khalid Al Swaidi, with following in attendance:
Messer's: Antoine Rezko, Professor A. A. Al Meer, Rashid Rizk, Khaled Shair, and Choudhry Wasi.

After a detailed discussion, the following conclusions were agreed upon:

01. As deemed expedient, timely persuasions and follow-ups are made with State Authorities and Regulators to fulfill and comply with all requirements for securing a license or permission to conduct Full Islamic Banking Operations.
02. U.S. Finance House should be chartered by the state of Illinois without, for the time being, the FDIC insurance for deposits.
03. Pursue FDIC approval simultaneously if it does delay the State Charter Banking Operations otherwise it will be pursued in due course and after having a track record with safe and sound operations and solid balance sheet.
04. U.S. Finance House should seek State of Illinois regulators approval for all or most of Islamic banking products and services.
05. The authorized capital of U.S. Finance House is 100 million dollars with a paid up capital 50 million dollars.
06. It is estimated to obtain the State Charter within 90 days. Accordingly, the grand opening will be immediately after that.
07. U.S. Finance House shall seek the approval of the State of Illinois to state in the charter the acceptance of Investment Funds, locally and internationally under Fiduciary Arrangement, Trust account, Portfolio Management or any other legal vehicle, such as Off Shore Banking unit.
08. An Action Plan setting out tentative dates for each tasks needs to be completed, prepared and submitted for follow-up and execution purpose.

Signed in London on October 4th 2004 by

Khalid Al Swaidi (Chairman)

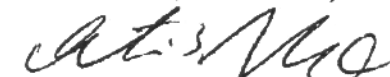


Abdul Latif Al Meer (Managing Director)



Choudhry Wasi (Chief Financial Officer)

Antoine Rezko (Vice Chairman)



Khaled Shair (Chief Executive Officer)



Rashid Rizk (Director)

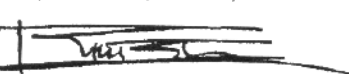


EXHIBIT F



Illinois Department of Financial and Professional Regulation
Office of the Secretary

ROD R. BLAGOJEVICH
Governor

FERNANDO E. GRILLO
Secretary

November 18, 2004

Mr. Khalid Bin Ahmad Alswaidi
Chairman
U.S. Finance House
208 South LaSalle Street
Chicago, Illinois 60604

Dear Mr. Alswaidi:

Mr. Khaled A. Shair and his team have met with the Department of Financial and Professional Regulation, Division of Banks and Real Estate ("DBRE"), of the State of Illinois several times to discuss U.S. Finance House's request for a charter as a state-chartered bank.

We understand that U.S. Finance House will provide a source of financing to meet the special needs of the Muslim community who adhere to the principals of Islam such as Murabaha (financing transaction), Ijarah (lease purchase), Musharaka (joint venture), Istisna (works contract). In addition, it will engage in all other lawful activities, including but not limited to, establishing funds to invest in equity securities and real estate and to invest with others locally or internationally through investment vehicles such as funds, joint ventures, limited partnerships, fiduciary and discretionary accounts.

Please accept this letter as confirmation that DBRE is currently working with your staff and will continue our progress in a timely manner. We expect the Department to have reviewed and begun the licensing process within approximately 60 days from the time a formal application is submitted to DBRE. Subject to appropriate modification, such a charter will include your proposed strategies and products in the light of our letter dated March 26, 2004, as well as the conclusion of Office of the Comptroller of Currency ("OCC") in Murabaha and Ijarah, to the extent authorized under Illinois and federal laws.

We welcome U.S. Finance House in the State of Illinois business, financing, and banking community.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Fernando E. Grillo", is written over the "Sincerely yours," text.

Fernando E. Grillo
Secretary

cc: Mr. Khaled A. Shair
Mr. Scott Clarke

EXHIBIT G

Qatar Islamic Bank



مصرف قطر الإسلامي

Date: 27th February, 2007

Mr. Ned Ohman

Attorney at law, partner
MANDELL MENES LLC
Suite 300, 333 West Wacker Drive
Chicago, Illinois 60606, State of Illinois
United States of America
Fax: (312) 251-1010

Dear Mr. Ohman

Re: Mr. Khaled Al. Shair

Reference to your letter dated December 11, 2006 we are pleased to inform you that we have reviewed such a detailed letter, with which, you have attached some documents. And we would like to summarize our reply as follows:

- 1- The amount indicated in your letter is highly exorbitant and not realistic; we may – with out prejudice - understand your client's entitlements to \$ 10, 000 as monthly retainer fee, for the period between May, 2004 up to December, 2005. It may appear justifiable.
- 2- Mr. Shair was never employed by Qatar Islamic Bank as a Chief Executive Officer of U.S. Finance House that his employment as C.E.O. was subject to approval of Board of Directors of U.S. Finance House as well as the approval and issuance of banking license by the banking department of the State of Illinois.
- 3- Mr. Shair was never out of employment, and was never asked by Qatar Islamic Bank to relinquish his employment, during the period he was pursuing the formation of the U.S. Finance House on behalf of Qatar Islamic Bank.
- 4- The minutes of the meeting attached with your letter, provide sufficient evidence that the application was even not formally made to the banking department of the State of Illinois for seeking state charter as well as permission to conduct Islamic banking operations.
- 5- The guarantee attached with your letter was exclusively issued in relation to the lease agreement executed in respect of the premises hired by the bank on the recommendations of your client Mr. Shair.

We hope the above to be of interest, and as we mentioned in our letter of November 14, 2006, Qatar Islamic Bank respects all of its commitments and prefer to settle any disputes in amicable manner, therefore we request a statement setting the real outstanding amounts.

Thanks & regard.

El Sayed Hammouda

First Executive Manager,
Legal Affairs Department